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TRUST AGREEMENT

WITNESS THIS AGREEMENT made this 15th day of Aug 1995, by and between LUCILLE TIPTON FARRELL of Memphis, Shelby Tennessee, (hereinafter referred to as Grantor), and LUCILLE TIPTON FARRELL of Memphis, Shelby County, Tennessee, (hereinafter referred to as Trustee).

ITEM I

Declaration of Trust

The Grantor simultaneously with the execution of this Agreement has delivered to the Trustee certain property described in the schedule which is attached hereto and titled "Exhibit A", which the Trustee hereby accepts in such capacity and agrees to hold in trust. The Trustee shall hold, manage, invest and re-invest the property comprising the Trust, shall collect and receive the income therefrom, shall pay all necessary expenses incident to the administration of the Trust and shall distribute the net income from the Trust property as well as the corpus of the Trust itself, all of which shall be performed by the Trustee in accordance with the directions hereinafter contained.

ITEM II

Trust Administration During Lifetime of Grantor

During the lifetime of the Grantor, the Trustee shall receive, hold and manage the Trust property, invest and re-invest said property, collect the income, if any, and shall pay over to or for the benefit of the Grantor during Grantor's lifetime so much of the annual net income and such amount or amounts of principal (whether in cash or in property) as the latter shall request. In the event of Grantor's incapacity, the Trustee shall distribute so much of the income and/or principal as the Trustee, in its sole discretion, shall deem advisable to provide adequately and properly for the support, maintenance, health and education of the Grantor.

For purposes of this Item (and under any other Items of this Trust Agreement where proper construction would require), Grantor's incapacity shall be determined as follows:

Grantor's son, James Oliver Farrell, if living and not under any physical or mental disability so as to render said son incompetent to make such decision and in the event said son is incompetent by reason of death or physical or mental disability, then a majority of Grantor's adult sibling, Lois T. Rochelle, shall first decide that Grantor is incompetent, in his or their opinion, to discharge the duties of Trustee with a high degree of skill and care.

He or they will then secure the opinion of a physician in Memphis, Shelby County, Tennessee, selected by them, such as and giving first preference to, but not limited to, Dr. James E. Boone, of Memphis, Shelby County, Tennessee, whose determination shall be conclusive and binding

County, Tennessee, whose determination shall be conclusive and binding until any later determination is required by another physician, as specified below. (A refusal of Grantor to submit to examination or examinations shall be deemed per se to constitute incapacity.) No judicial determination of incapacity shall be required and the Trustee and any Successor Trustee shall incur no liability to any person or entity for undertaking the trusts hereunder or for making distributions to or for the benefit of Grantor upon such determination of Grantor's incapacity. Upon any Successor Trustee's receipt of written notice from such physician, as provided hereinabove, that Grantor is incompetent, the Successor Trustee shall assume all of the responsibilities as Trustee immediately and shall thereupon be vested with all rights, powers, authority, privileges and immunities of the Trustee. If Grantor should later advise the Successor Trustee that, in her own opinion, she has gained her capacity and wishes to serve again on her own as Trustee, said Successor Trustee shall then ask Dr. James E. Boone or whichever physician rendered the initial opinion to re-examine Grantor for this purpose. The decision of such examining physician shall be conclusive and the Successor Trustee may totally rely upon it with no liability for having done so. If successor Trustee shall serve in such capacity only temporarily, this has and will have no effect upon the Successor Trustee's serving again upon the subsequent incapacity or death of Grantor.

Since it may be perceived that the said James Oliver Farrell would have a conflict of interest in assisting or determining the incapacity of Grantor, Grantor hereby declares that, even if such conflict may exist, it is Grantor's wish that this arrangement be carried out and that the said James Oliver Farrell be held harmless from any liability or criticism for having acted as requested or contemplated herein.

In the event that any life insurance policies on the life of Grantor shall at any time comprise a part of the trust estate, Trustee, as Trustee decides, may withhold from distribution to Grantor a portion of the net income sufficient for the payment of the net premiums payable thereon and may effect payment thereof.

ITEM III

Continuation of Trust

Unless sooner terminated, as hereinafter provided, upon the death of Grantor, the Trust shall become irrevocable and shall be held and administered by the Successor Trustee as follows:

(a) Payment of Grantor's Liabilities. If any inheritance, succession and/or estate taxes become due as the result of the death of the Grantor and provided that the Grantor has not made adequate provisions in Grantor's Last Will and Testament to pay such charges, the Successor Trustee is hereby

directed to pay such taxes, and also is further directed to pay out of the corpus of the Trust created hereunder, Grantor's funeral expenses to the extent Grantor has not already provided for same. The Trustee is further authorized, but not necessarily directed, to pay out of the corpus of the Trust created hereunder any lawful, matured debts owed by Grantor at the time of Grantor's death. The Trustee is further authorized and directed to pay out of the corpus of the Trust created hereunder all of the reasonable costs and expenses of the administration of Grantor's estate, if Grantor has not made other ample provision for payment of same under Grantor's Last Will and testament.

(b) Administration after death of Grantor. After the death of the Grantor, the Successor Trustee is hereby directed to administer the Trust properties as follows:

1. Specific bequests. Grantor hereby directs, after satisfaction of the payments directed under Item III(a), that any pecuniary bequests made by Grantor under Grantor's Last Will and Testament be honored by the Successor Trustee and adequate funds be provided by the Successor Trustee to meet such specific pecuniary bequests under Grantor's Last Will and Testament, if Grantor's probate estate is inadequate to provide for such bequests. Grantor hereby bequeaths Grantor's mother's engagement ring, the diamond ring given to Grantor by Ebelve Tipton and Grantor's crystal to Lois T. Rochelle. Should Lois T. Rochelle not survive Grantor, then this bequest shall lapse and the items be distributed under Item IV below.

2. Residuary estate. After satisfying all of the payments under Item III (a) and (b) (1), the Successor Trustee shall distribute the rest, residue and remainder of the Trust as provided in Item IV hereof.

ITEM IV.

Residuary Trust Estate

Residuary Trust. After satisfaction of all of the bequests and devises hereinabove made, and after the payment of all administration expenses and death taxes as hereinabove provided, the Trustee shall hold all of the rest, residue and remainder of Grantor's residuary trust estate, to be held, managed and controlled as a trust estate, with all of the rights and powers and subject to the limitations hereinafter enumerated for the following uses and purposes:

- (1) I bequeath all of my residuary estate to son, James Oliver Farrell, outright and free of any trust.
- (2) If James Oliver Farrell should predecease

Grantor, then my residuary estate shall be distributed under Item V hereof, if Grantor is survived by grandchildren and, if no grandchildren, then my residuary estate shall be distributed under Item VI hereof.

ITEM V

Trust for Grandchildren

With regard to any grandchild of Grantor living at the time of Grantor's death, whose parent, being a child of Grantor, has predeceased Grantor, and who is under the age of twenty-five (25) years, at Grantor's death, such grandchild would otherwise receive his or her share outright, but shall receive his or her per stirpes share of such grand-child's deceased parent's share of the trust estate, in trust, until such grandchild of Grantor attains the age of twenty-five (25) years.

(a) Until such grandchild shall attain the age of twenty-five (25) years, the Successor Trustee shall pay to him or her or expend on his or her behalf, so much of the net income derived from his or her particular share, as well as so much of the principal, as the Successor Trustee may deem advisable to provide properly for his or her health, maintenance, education and support, and may incorporate any income not so disbursed into the principal of his or her share.

(b) Although distribution of principal shall remain in the discretion of the Successor Trustee, after each such grandchild has attained the age of twenty-one (21) years, the Successor Trustee shall pay, in current installments of monthly or quarterly, but not less frequently than annually, to him or her or to apply for his or her benefit the entire net income of his or her share until he or she shall attain the age of twenty-five (25) years, at which time the Successor Trustee shall distribute the remaining balance of his or her share to such grandchild outright and free of further trust.

(c) Each such grandchild who attains the age of twenty-one (21) years shall have the power to appoint his or her share by specifically referring to this provision in his or her Last Will and Testament, duly executed and probated, so long as such appointment is not in favor of such grandchild, his or her estate, such grand-child's creditors, or creditors of his or her estate, and in default of the exercise of such power such grandchild's share shall pass to such grandchild's closest living relatives) of Grantor's lineage.

ITEM VI

If James Oliver Farrell should predecease Grantor, and the

said James Oliver Farrell leaves no children surviving him, then I direct that my estate be distributed equally between Henry C. Tipton and Lois T. Rochelle.

ITEM VII

Distribution to Minor or Incompetent

It shall be lawful for the Successor Trustee to apply any sum that is payable to or for the benefit of any person who, in the judgment of the Successor Trustee, is incapable of making proper disposition thereof, by making payments in discharge of the costs and expenses of maintaining and supporting such beneficiary, or to make payment to anyone with whom said beneficiary resides, temporarily or permanently, all without intervention of any guardian or like fiduciary. The receipt of anyone to whom payment is so authorized to be made shall be a complete discharge of the Successor Trustee without obligation on his part to see to the further application thereof, and without regard to other resources that the beneficiary may have, or the duty of another person to support the beneficiary.

ITEM VIII

Successor Trustee

Upon the death, incapacity (as hereinabove provided), or resignation of Lucille Tipton Farrell as Trustee, Grantor hereby appoints James Oliver Farrell of Memphis, Shelby County, Tennessee, to serve as Successor Trustee of this trust, and direct that no bond be required for the faithful performance of any fiduciary or successor fiduciary appointed hereunder, and Grantor hereby further waives the requirement for any accounting on behalf of this trust estate unless same is requested in writing by a beneficiary hereof.

ITEM IX

Powers, Duties, Privileges and immunities of Trustee

Plenary authority is hereby granted by Grantor to the Trustee (and wherever it appears this term includes every Successor Trustee) to exercise everything it deems advisable with respect to the administration of the Trust, even though such powers would not be authorized or appropriate for the Trustee under statutory or other rules of law. By way of illustration and not in limitation of the generality of the foregoing grant of power and authority of the Trustee, the latter are hereby granted plenary power as follows:

- (a) To exercise all those powers authorized to the Trustee under the provisions of Tennessee Code Annotated Sec. 35-50-110, Subsections 5 through 32, inclusive, including any

subsequent amendments and/or additions thereto.

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(b) Power is granted to the Trustee, not only to relieve it from seeking judicial instruction, but to the extent that the Trustee deems it to be prudent, to encourage determinations freely to be made in favor of persons who are the current income beneficiaries, particularly with respect to support, maintenance and medical needs. In such instances, the rights of all subsequent beneficiaries are subordinate, and the Trustee shall not be answerable to any subsequent beneficiary for anything done or omitted in favor of a current income beneficiary, but no current income beneficiary may compel any such favorable or preferential treatment. Without in any way minimizing or impairing the scope of this declaration of intent, it includes investment policy, exercise of discretionary power to pay or apply principal and income, and determination of principal and income questions.

(c) In dealing with the Trustee, no grantee, vendee, mortgagee, pledgee, lessee or other transferee, of any Trust properties, or any part thereof, shall be bound to inquire with respect to the purpose or necessity of any such disposition or to see to the application of any consideration therefor paid to the Trustee.

(d) The Trustee is expressly authorized to purchase and to sell and convey real estate owned by the Trust and to place mortgages on Trust real estate; and

(e) No bond shall be required of any fiduciary appointee hereunder or any successor appointee hereunder and same is expressly hereby waived.

ITEM X

Concerning the Trustee and this Trust

(a) At least annually the Trustee shall prepare and deliver to each adult beneficiary a written report for the Trust showing all receipts and disbursements of both principal and income not previously reported, and a brief description of the securities and property in which the principal of the particular Trust estate is then invested.

(b) If at any time the Trustee shall have reasonable doubt as to its power, authority or duty in the administration of the Trust created, it shall be lawful for the Trustee to obtain the advice and counsel of reputable legal counsel without resorting to the courts for instruction; and the Trustee shall be fully absolved from all liability and damage or detriment to the Trust estate or any beneficiary thereunder by reason of anything done, suffered or

omitted pursuant to advice of said counsel given and obtained in good faith, provided that nothing contained herein shall be construed to prohibit or prevent the Trustee in all proper cases from applying to a court of competent jurisdiction for instruction in the administration of Trust assets in lieu of obtaining advice of counsel.

(c) In managing, investing and controlling the Trust, the Trustee shall exercise the judgment and care under the circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital, and, in addition, the purchasing power of income distribution to beneficiaries.

(d) So long as the Trustee shall act in good faith and reasonable business prudence, it shall not be liable for any loss or damage to the Trust estate or the beneficiaries thereof by reason of any error of judgment or discretion.

ITEM XI

Prohibition against anticipation of Principal or income

The interest of any beneficiary in principal or income of the Trust created hereunder shall not be subject to claims of creditors or others, nor to legal process, nor to attachment, and may not be voluntarily or involuntarily alienated or encumbered except as hereunder provided. Any interest herein for a female beneficiary shall be for her sole and separate use free from the debts, contracts and control of any husband she may ever have, and likewise with regard to the rights of any male beneficiary hereunder against anticipation by any wife he may ever have.

ITEM XII

Interpretation of Instrument

For all purposes, this instrument shall be construed according to the laws of the State of Tennessee in force at the time that the need for any interpretation arises. If any provision of this instrument should be held invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.

ITEM XIII

Lay against Perpetuities

Having in mind the rule against perpetuities, Grantor directs that each Trust created hereunder, except such Trust as heretofore vested in compliance with such rule of law, shall end,

unless sooner terminated under other provisions of this instrument, twenty-one (21) years after the last survivor of such of the beneficiaries hereunder as are living at the time of Grantor's death, and thereupon that the property held in Trust shall be distributed free of all Trust to the persons then entitled to receive the income therefrom, in the proportion in which they are then entitled to receive such income.

ITEM XIV

Right of Revocation

So long as Grantor is living, and not under any incapacity (as set forth under Item II), Grantor shall have the express right and power at any time to amend, modify or revoke this Trust instrument in whole or in part, in any manner, by delivering written notice thereof to Trustee. Grantor may also impose additional terms and conditions on the continued administration of this Trust by any Last Will and Testament duly probated.

ITEM IV

Provision for Premature Termination of Trusts

In addition to any other powers conferred upon any Trustee or Successor Trustee hereunder, Grantor further confers upon such Trustee and any Successor Trustee the power and discretion to terminate the trust or trust share for any beneficiary hereunder, should the Trustee or Successor Trustee, in the exercise of sound fiduciary discretion, determine that it would not be economically feasible or that there is any other proper cause for the early termination of the trust or trust share, but no beneficiary or anyone else may compel the Trustee to make such determination, and, should such Trustee make such determination in good faith, the Trustee shall not be held liable to anyone for such action.

ITEM XVI

Additional Property

The Grantor retains the right to contribute additional property to the Trust whether it be personal property or real estate, by inter vivos or testamentary conveyance or bequest. The Trustee is further authorized and empowered to accept contributions of additional property to the Trust from anyone else, as well, subject to the limitations set forth herein.

ITEM XVII

Compensation of Trustee

The Trustee shall be entitled to receive reasonable compensation for services rendered and may also receive reasonable

compensation for extraordinary services rendered, when same are necessary for the administration of the Trust.

IN WITNESS WHEREOF, the Grantor has hereunto executed this Agreement, and the said Trustee, in acceptance of the terms and provisions hereto, has duly executed this Agreement, all as of the day and year first above written.

GRANTOR:

Lucille Tipton Farrell

LUCILLE TIPTON FARRELL,

TRUSTEE:

Lucille Tipton Farrell

LUCILLE TIPTON FARRELL

SUCCESSOR TRUSTEE:

James Oliver Farrell

JAMES OLIVER FARRELL

STATE OF TENNESSEE:
COUNTY OF SHELBY :

Personally appeared before me, a Notary Public in and for said State and County, LUCILLE TIPTON FARRELL, with whom I am personally acquainted, and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this the 15th day of August, 1995.

Cheryl R. King, Esq.
Notary Public

My Commission expires: 12-8-98

STATE OF TENNESSEE:
COUNTY OF SHELBY :

Personally appeared before me, a Notary Public in and for said State and County, JAMES OLIVER FARRELL, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and Notarial Seal at office this the 15th day of August, 1995.

Cheryl R. King, Esq.
Notary Public

My Commission expires: 12-8-98

EXHIBIT A

Lucille Tipton Farrell Revocable Inter-Vivos Trust

Dated _____, 1995